EXHIBIT D

Execution Version

ANNEX K

PUERTO RICO ELECTRIC POWER AUTHORITY JULY 2017 PAYMENT TERM SHEET

The rights of all parties are subject to the agreement and execution of a bond purchase agreement and other definitive documentation in all respects. This July 2017 Payment Term Sheet does not address all material terms that would be required in definitive documents, including the bond purchase agreement. This July 2017 Payment Term Sheet does not constitute (nor shall it be construed as) an offer with respect to any securities.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Restructuring Support Agreement (including the Recovery Plan Term Sheet (as defined therein)) and that certain Trust Agreement, dated as of January 1, 1974, as amended and supplemented, between PREPA and U.S. Bank National Association, as successor trustee (the "Trustee" and, with respect to said trust agreement, as amended, the "Trust Agreement").

PREPA:	Puerto Rico Electric Power Authority ("PREPA")	
Monolines:	(i) National Public Finance Guarantee Corporation ("National"); (ii) Assured Guaranty Corp. and Assured Guaranty Municipal Corp. (together, "Assured"); and (iii) Syncora Guarantee Inc. ("Syncora", and together with Assured and National, the "Monolines").	
Participating Holders:	Members of the Ad Hoc Group (each, a "Participating Holder", and together with PREPA and the Monolines, the "Parties").	
Sources of July 2017 Payment:	The July 1, 2017 power revenue bond interest and principal payment in the amount of approximately \$447,160,970¹ (the "July 2017 Payment") shall be paid from the following sources, after giving effect to the transactions	
	described in this July 2017 Payment Term Sheet:	
	(1) from the BABs federal interest subsidy payment and 2013 Capitalized Interest Account in the approximate amounts of \$3,358,410 and \$1,908,479, respectively (collectively, "Other Available Funds");	
	(2) from the General Fund in an amount equal to \$280,450,563 ² which will equal the principal amount of Purchased Bonds purchased by the Monolines and Participating Holders in accordance with the terms set	

All amounts in this Annex K are subject to agreement by the RSA Parties.

² Aggregate proceeds of Purchased Bonds to equal the amount necessary to cover the aggregate amount of principal and interest (net of payments from the federal interest subsidy allocated to the outstanding BABs and from the 2013 Capitalized Interest Account to the Series 2013A Bonds) due on July 1, 2017 with respect to (i) Uninsured Bonds (other than 2016 Bonds) held by members of the Ad Hoc Group or Monolines, and (ii) the Insured Bonds insured by the Monolines.

	forth below; and		
PREPA Obligations:	(3) from the General Fund, the Construction Fund and/or excess amounts in the BABs account, the remaining balance of the July 2017 Payment (which shall be not less than approximately \$161,443,519). ³ Transfers for July 2017 Payment		
J	Subject to the conditions set forth below, including the pre-funding "escrow" of the Purchase Price (as defined below) by the Specified Purchase (as defined below), on June 30, 2017 PREPA will irrevocably transfer a to of \$441,894,082 ⁴ from the General Fund and the Construction Fund to Bond Service Account held by the Trustee with irrevocable instructions the Trustee should immediately transfer such funds and the Other Availae Funds to DTC for payment of debt service due on the Bonds on July 3, 20 (respectively, the "PREPA Funds Transfer" and the "DTC Payment"). So irrevocable instructions shall be in a form reasonably acceptable to Purchasers (as defined below).		
	Execution of other agreements		
	No later than June 20, 2017, PREPA will enter into the July 2017 BPA (as defined below) with the Purchasers (as defined below).		
Purchasers'	Bond Purchase Agreement		
Obligations to Purchase July 2017 Bonds:	(1) No later than June 20, 2017, the Monolines and Participating Holders (in this context, collectively, the "Purchasers") will enter into a binding commitment (the "July 2017 BPA") to purchase Bonds (the "Purchased Bonds") in the aggregate principal amount of \$280,450,563 on the July 2017 Closing Date (as defined below), at a price equal to the original principal amount of Purchased Bonds (the "Purchase Price"). The Purchasers' obligation under the July 2017 BPA to pay the Purchase Price will be conditioned upon the events listed in "Conditions Precedent to Purchasers' Obligations" and "Additional Conditions Precedent to Purchasers' Obligations" below.		
	(2) The Participating Holders shall purchase Purchased Bonds for \$93,695,671 and the Monolines shall purchase Purchased Bonds for \$186,754,892 ⁵ on the July 2017 Closing Date.		
	The Purchased Bonds will be fully negotiable, freely transferable on issuance, subject to the RSA, and have the following key terms:		
	2017A Bonds		
	a) <u>Purchaser</u> : National		

Amount necessary to cover (a) the portion of the July 2017 Payment due to bondholders other than the Participating Holders and the Monolines, net of payments from Other Available Funds, and (b) the portion of the July 2017 Payment consisting of payments on the 2016 Bonds.

⁴ Amount to be transferred from General Fund and Construction Fund to equal amount necessary to cover the entire July 2017 Payment, other than amounts covered by the Other Available Funds.

For the avoidance of doubt, no Purchaser shall be liable as a result of the failure of any other Purchaser to perform its obligations, including its obligation to purchase Purchased Bonds.

- b) Amount: \$126,505,574
- c) Maturity date: July 1, 2022
- d) Amortization: amortization to be consistent with the amortization of 2016E Bonds such that the 2017A Bonds amortize in each year in the same percentage relative to all 2017A Bonds as the amortization percentage in such year for the 2016E Bonds relative to all 2016E Bonds.
- e) <u>Interest rate</u>: accreting at rate of 7% per annum, payable in cash semi-annually on January 1 and July 1 via semi-annual redemption mechanism used for the Authority's Power Revenue Bonds, Series 2016A, B, C, D, and E ("2016 Bonds").
- f) Call Protection: Non callable for 3 years after issue date and callable at PREPA's option after such non-call period; callable in whole or in part (a) at any time at a redemption price equal to 106% of the principal amount (or then accreted value, if higher) to be redeemed on and after July 1, 2019 and before July 1, 2020, (b) at any time at a redemption price equal to 103% of the principal amount (or then accreted value, if higher) to be redeemed on and after July 1, 2020 and before July 1, 2021, and (c) at any time at a redemption price equal to the principal amount to be redeemed on or after July 1, 2021 (or then accreted value, if higher), plus accrued interest to the redemption date, in each case (unless such interest is included in the accreted value.
- g) <u>DSRF</u>: On or before the Closing Date (as defined in the RSA), National to provide surety bond for the DSRF for the July 2017 Mirror Bonds (as defined below) economically defeasing the 2017A Bonds in an amount equal to 2.5% of the aggregate principal amount of such July 2017 Mirror Bonds.

2017B Bonds

- a) Purchaser: Syncora
- b) Amount: \$42,068,691
- c) Maturity date: July 1, 2027
- d) Amortization: the 2017B Bonds shall be subject to straight-line amortization, starting in 2023 through the maturity date in 2027.
- e) Interest rate: accreting at a rate of 6.75% per annum, payable in cash semi-annually on January 1 and July 1 via semi-annual redemption mechanism used for the 2016 Bonds.
- f) <u>Call Protection</u>: Non callable for 5 years after issue date and callable at PREPA's option after such non-call period.
- g) DSRF: On or before the Closing Date, for purposes of funding the DSRF for the July 2017 Mirror Bonds economically defeasing the 2017B Bonds, Syncora to purchase at par, with cash, Securitization Bonds in an amount equal to 2.5% of the aggregate principal amount of such July 2017 Mirror Bonds.

2017C Bonds

- a) Purchasers: Participating Holders and Assured
- b) Amount: \$93,695,671 for Participating Holders and \$18,180,627 for Assured
- c) Maturity date: July 1, 2022
- d) Amortization: amortization to be consistent with the amortization of 2016E Bonds such that the 2017C Bonds amortize in each year in the same percentage relative to all 2017C Bonds as the amortization percentage in such year for the 2016E Bonds relative to all 2016E Bonds.
- e) <u>Interest rate</u>: accreting at rate of 9.5% per annum, payable in cash semi-annually on January 1 and July 1 via semi-annual redemption mechanism used for the 2016 Bonds.
- f) Call Protection: Non callable for 3 years after issue date and callable at PREPA's option after such non-call period; callable in whole or in part (a) at any time at a redemption price equal to 106% of the principal amount (or then accreted value, if higher) to be redeemed on and after July 1, 2019 and before July 1, 2020, (b) at any time at a redemption price equal to 103% of the principal amount (or then accreted value, if higher) to be redeemed on and after July 1, 2020 and before July 1, 2021, and (c) at any time at a redemption price equal to the principal amount to be redeemed on or after July 1, 2021 (or then accreted value, if higher), plus accrued interest to the redemption date, in each case (unless such interest is included in the accreted value.
- g) <u>DSRF</u>: On or before the Closing Date, the Common DSRF shall be funded at a level equal to 5% of the outstanding aggregate principal amount of the Securitization Bonds (including Securitization Bonds (other than Mirror Bonds) issued pursuant to this July 2017 Payment Term Sheet, the January 2016 Payment Term Sheet, and the July 2016 Payment Term Sheet), as described in Schedule II and Schedule III to the Recovery Plan Term Sheet.

Terms applying to all 2017A, 2017B and 2017C Bonds:

- a) Same priority, remedies and acceleration rights as existing Bonds.
- b) Assured and National may elect to have the 2017A and 2017C Bonds beneficially owned by such Purchaser insured, with the premium to be agreed upon by the Purchaser and the insurer (such premium to be paid by the Purchaser from interest on the 2017A or 2017C Bonds or otherwise by the Purchaser at no cost to PREPA).
- c) Mandatory early redemption upon the terms and conditions described below.

Conditions Precedent to PREPA's

Prior to PREPA making the PREPA Funds Transfer, each of the following shall have been satisfied or waived by PREPA:

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Obligations	Each Purchaser or its representative shall have confirmed that it is aware of any events that would cause the failure of any of conditions described under the heading "Conditions Precedent Purchasers' Obligations" and set forth in the July 2017 BPA (o than the PREPA Funds Transfer and the DTC Payment) and t assuming execution and delivery of all closing documents reviewed such Purchaser or its representatives and completion of custom closing procedures, it expects such conditions precedent to be satis at closing;	
	2) Each Specified Purchaser ⁶ shall have entered into the July 2017 BPA and wired its portion of the Purchase Price to the Trustee on or prior to 11:00 am (ET) on June 30, 2017, to be held by U.S. Bank in "escrow," to be returned to the Specified Purchasers if closing of the July 2017 BPA does not occur on or prior to 11:59 pm (ET) on June 30, 2017 ("Outside Date"), but if the wire and funding of the Specified Purchasers' purchase price for their July 2017 Bonds has not been received by the Trustee by 11:00 am (ET) on June 30, 2017, then the Outside Date shall be 10:00 am (ET) on July 3, 2017; and	
	By its execution and delivery of the July 2017 BPA, each Purchaser shall have provided a waiver under the Trust Agreement with respect to PREPA's use of funds from the Construction Fund in connection with the July 2017 Payment.	
Conditions Precedent to Purchasers' Obligations	The July 2017 BPA shall provide that the Purchasers shall be obligated to purchase the Purchased Bonds on the July 2017 Closing Date. As used herein, the "July 2017 Closing Date" refers to June 30, 2017, after satisfaction or waiver of all conditions precedent.	
	The Purchasers' obligation to purchase the Purchased Bonds on the July 2017 Closing Date shall be subject to all the terms and conditions listed herein (including, for the avoidance of doubt, the transfers for and payment in full by PREPA of the July 2017 Payment), the terms and conditions listed in the July 2017 BPA, and the following additional terms and conditions:	
	1) Norton Rose Fulbright US LLP, Bond Counsel, shall have issued an unqualified opinion in form and substance satisfactory to the Purchasers and to the Authority as to the validity and enforceability of the Purchased Bonds. Such opinion shall explicitly state that no opinion is expressed regarding the treatment of interest on the Purchased Bonds for Federal income tax purposes.	
	The PREPA Funds Transfer and the DTC Payment shall have been completed and evidence of such completion shall have been provided to the Purchasers.	
	(3) PREPA shall not have breached the July 2017 BPA.	
	4) The applicable Purchaser shall not have withdrawn from the RSA as permitted in accordance with its terms, and the RSA shall remain in	

⁶ As used herein, the term "Specified Purchaser" refers to all Purchasers other than the 1940 Act funds, MassMutual International Holding MSC and MassMutual Unified Traditional Separate Account.

	full force and effect as to such Purchaser.			
(5)		No proceeding pursuant to the Recovery Act, title 11 of the United States Code, title III of Pub. L. 114-187, the Puerto Rico Oversight, Management and Economic Stability Act ("PROMESA") or other Puerto Rico or federal law, or any other action or proceeding that seeks to adjust, extend, or challenge the claims of the Supporting Creditors, now or hereinafter enacted into law, shall have been instituted by or on behalf of PREPA.		
	(6) No moratorium or suspension period (or a state of emerge the Puerto Rico Emergency Moratorium and Financial Reh Act or similar Commonwealth law) with respect to PREPA pany Puerto Rico statute, now or hereinafter enacted into have been instituted by or on behalf of PREPA.			
	(7) No receiver has been appointed with respect to PREPA, unless appointment has, prior to the July 2017 Closing Date, been reversed or vacated.			
	(8) No event of default under the Trust Agreement shall have unless such event of default is subject to forbearance pursu RSA, or the applicable Purchaser has (in its own discretion the breach or event of default.			
	(9)	The issuance of the Purchased Bonds has been approved by the Oversight Board pursuant to section 207 of PROMESA.		
	(10)	Trust Agreement shall have been amended as necessary to allow issuance of the 2017A Bonds, the 2017B Bonds and the 2017C Bonds.		
	(11)	All other necessary consents and approvals.		
Mandatory Early Redemption In Full	PREPA shall be obligated to redeem the full amount of the Purchased Bonds upon the date on which RSA terminates as to any Applicable Insurer or any Purchaser's respective Supporting Creditor class, as applicable, subject to the redemption procedures of the Trust Agreement.			
	A failure to redeem the full amount of the Purchased Bonds on a mandatory redemption date or upon maturity shall constitute an Event of Default under the Trust Agreement.			
Closing Date	On the Closing Date of the RSA, if the Purchased Bonds have not been redeemed in full early in accordance with the mandatory early redemption requirements of the Purchased Bonds:			
	(i) in respect of 2017A Bonds, (A) such Purchased Bonds shall be amended to (1) extend the maturity date thereof to July 1, 2027, (2) change the amortization schedule thereof such that they are subject to straight-line amortization, starting in 2023 through the maturity date in 2027, (3) change the interest rate thereon to 7% per annum, and (4) change the call provisions such that they are non-callable for a period of 5 years after their original issuance, and (B) the holders of such Purchased Bonds shall have their Purchased Bonds that are so amended (which shall thereafter be referred to as "2017A Defeased Bonds") economically defeased through the issuance of July 2017 Mirror Bonds;			

	(ii) in respect of 2017B Bonds, the holders of such Purchased Bonds shall have their Purchased Bonds (which shall thereafter be referred to as "2017B Defeased Bonds") economically defeased through the issuance of July 2017 Mirror Bonds; and (iii) in respect of 2017C Bonds, (A) the holders of such Purchased Bonds shall have their Purchased Bonds (which shall thereafter be referred to as "2017C Defeased Bonds" and, collectively with the 2017A Defeased Bonds and 2017B Defeased Bonds, the "Defeased Purchased Bonds") economically defeased through the issuance of July 2017 Mirror Bonds and (B) immediately following the issuance of the July 2017 Mirror Bonds described in clause (iii)(A) on the Closing Date, such 2017C Defeased Bonds on terms as set forth below. ⁷		
Securitization Bonds	Holders of 2017C Bonds shall receive Securitization Bonds in exchange for their 2017C Bonds and their July 2017 Mirror Bonds with the following key terms:		
	a) Same priority, remedies and acceleration rights as all Securitization Bonds issued on the Closing Date.		
	b) Amortization as set forth in <u>Schedule A</u> hereto. ⁸		
	c) Interest rate: 9.5% per annum, payable in cash semi-annually on January 1 and July 1.		
	d) Exchange ratio of 100%.		
	e) Non-callable for 5 years after issue date and callable at Securitization SPV's option after such non-call period.		
Use of Proceeds	Applied in a manner consistent with tax-exemption of interest on Purchased Bonds and Securitization Bonds issued in exchange for all or any portion of the Purchased Bonds as described herein.		
Tax Issues	Purchased Bonds will be structured in conformity with the requirements of Section 103 and related provisions of the Internal Revenue Code, including the timely filing of a Form 8038-G, to enable Norton Rose Fulbright US LLP, in its capacity as Bond Counsel, (or other nationally recognized bond counsel) to deliver its opinion, retroactive to the date of issuance, that the interest on such bonds is excludable from gross income for Federal income tax purposes and exempt from Puerto Rico and state and local income taxes promptly following the issuance by the Internal Revenue Service of letter rulings favorably addressing, among other matters, the changes to the governance of PREPA effected by the Legislative Reform Package and subject to change in law risks		

⁷ On or before the Closing Date, the common DSRF shall be funded at a level equal to 5% of the outstanding principal amounts of the Securitization Bonds (including Securitization Bonds (other than Mirror Bonds) issued pursuant to this July 2017 Payment Term Sheet, the January 2016 Payment Term Sheet, and the July 2016 Payment Term Sheet).

The amortization in Schedule A reflects the Scheduled Maturity Dates for such Securitization Bonds. Each Final Maturity Date for such Securitization Bonds will at least two years after the respective Scheduled Maturity Date, consistent with the lag between the Scheduled Maturity Dates and Final Maturity Dates for all other Securitization Bonds as described in the Securitization Term Sheet.

	and the delivery of customary certificates in support of its opinion.
July 2017 Mirror Bonds	The Defeased Purchased Bonds shall be economically defeased on the Closing Date by the Securitization SPV issuing Mirror Bonds with the same economic terms (i.e., amount, interest rate, and maturity ⁹) as the Defeased Purchased Bonds (such Mirror Bonds, the "July 2017 Mirror Bonds"), which July 2017 Mirror Bonds will be used to economically defease the Defeased Purchased Bonds on the same terms and conditions as provided for other Mirror Bonds in the Monoline Term Sheet. The July 2017 Mirror Bonds shall not accelerate as a result of acceleration of the Legacy Bonds. ¹⁰
	The July 2017 Mirror Bonds shall have the same rights and remedies as all other Mirror Bonds, including benefiting from a Mirror Bond DSRF funded (i) by PREPA with cash equal to 1% of the aggregate amount of the 2017A and 2017B Bonds and (ii) by National and Syncora in the manner described above. The July 2017 Mirror Bonds shall be deposited into an irrevocable escrow subject to the same terms and subject to the same restrictions regarding issuance, trading, and transfer as the other Mirror Bonds.
	The obligation of PREPA to make a debt service payment under the Purchased Bonds once they are economically defeased will be discharged only upon the application of the corresponding debt service payment under the related July 2017 Mirror Bonds to the payment of such debt service payment. As a result, such Purchased Bonds will continue to be "outstanding" for purposes of the Trust Agreement (other than for purposes agreed by the Parties), and each respective Purchaser shall retain the rights (including voting and enforcement rights) that they have under the Trust Agreement with respect to the Purchased Bonds, provided that (i) the holders of the Purchased Bonds will not have the right to recover amounts in excess of interest on and principal of the Purchased Bonds; (ii) PREPA will not be liable for breaches by the Securitization SPV or other parties (i.e., Agents); and (iii) any amounts paid under the related July 2017 Mirror Bonds after the Purchased Bonds have been paid in full will be assigned to PREPA as described in the Monoline Term Sheet. Parties to discuss mechanics of implementing these arrangements.
Equal Treatment	Except as explicitly set forth herein, each Purchaser (whether a Participating Holder or Monoline) will purchase the Purchased Bonds on the exact same terms and under the same Bond Purchase Agreement. The Bond Purchase Agreement will provide that any future offers made to one Purchaser relating to the Purchased Bonds shall be made to all Purchasers.
Supplement to Monoline Term Sheet	This Term Sheet is deemed to supplement the Monoline Term Sheet, including with respect to number of Mirror Bonds, surety commitment numbers and DSRF numbers.
Additional Conditions	As a further condition to the obligation of the Purchasers to purchase the

The Scheduled Retirement Date for the July 2017 Mirror Bonds will be the same as the maturity date for Purchased Bonds and the Final Maturity Date for the July 2017 Mirror Bonds will be two-years (or any shorter period if the lag applicable to other Securitization Bonds is less than two years) after the maturity date of the Purchased Bonds.

National and Syncora will have all voting and enforcement rights of the holders of Mirror Bonds, consistent with the Monoline Term Sheet.

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Precedent to Purchasers' Obligations	Purchased Bonds on the July 2017 Closing Date, all conditions to such purchase set forth in the July 2017 BPA shall have been satisfied or waived and the following conditions to the obligation of the Purchasers to purchase the Purchased Bonds under the July 2017 BPA shall have been met:		
	a) All conditions herein having been met or waived; and		
	b) All documents to be executed as described herein shall be in a form reasonably acceptable to PREPA and each of the Purchasers.		
Governing Law; Venue	The Purchased Bonds shall be governed by the laws set forth in section 130 of the Trust Agreement.		
	The July 2017 BPA shall be governed by the laws of the Commonwealth, and PREPA shall submit to jurisdiction in any federal court sitting in the Puerto Rico district and any appellate court therefrom or, in the event such federal court does not have or accept jurisdiction, a Commonwealth court and any appellate court therefrom.		
	The July 2017 Mirror Bonds shall be governed by the laws of the state of Ne York, and the Securitization SPV shall submit to jurisdiction in the state ar federal courts located in New York, New York, and waive any objection jurisdiction and venue.		
Fees	PREPA shall pay all reasonable and documented ¹¹ fees and expenses arising out of the negotiation and documentation of this July 2017 Payment Term Sheet and the July 2017 BPA.		
Reservation of Rights	For the avoidance of doubt, except as expressly provided in the July 2017 BPA, nothing in this July 2017 Payment Term Sheet or the Bond Purchase Agreement shall waive, modify or release the Authority from any obligations under the Trust Agreement, including, without limitation, any obligation to make payments of principal and interest on PREPA's bonds when due.		

Reasonable and documented fees and expenses shall not include time detail but will contain a summary of estimated hours by attorney and total fees and expenses.

SCHEDULE A

AMORTIZATION SCHEDULE

	July 2017 Sec	July 2017 Securitization Relending Bonds \$ Amortization		
Year	% Amortization	Participating Holders	Assured	
2018	0.000%	-	-	
2019	0.000%			
2020	0.000%	;— ·	3 _ 0	
2021	0.000%	_		
2022	0.000%	_	(=)	
2023	0.250%	227,500	45,000	
2024	0.250%	227,500	45,000	
2025	0.250%	227,500	45,000	
2026	1.346%	1,224,860	242,280	
2027	1.484%	1,350,440	267,120	
2028	1.636%	1,488,760	294,480	
2029	1.804%	1,641,640	324,720	
2030	1.989%	1,809,990	358,020	
2031	2.193%	1,995,630	394,740	
2032	2.418%	2,200,380	435,240	
2033	2.665%	2,425,150	479,700	
2034	2.938%	2,673,580	528,840	
2035	3.240%	2,948,400	583,200	
2036	3.572%	3,250,520	642,960	
2037	3.938%	3,583,580	708,840	
2038	4.341%	3,950,310	781,380	
2039	4.787%	4,356,170	861,660	
2040	5.277%	4,802,070	949,860	
2041	5.818%	5,294,380	1,047,240	
2042	6.414%	5,836,740	1,154,520	
2043	7.072%	6,435,520	1,272,960	
2044	7.797%	7,095,270	1,403,460	
2045	8.596%	7,822,360	1,547,280	
2046	9.477%	8,624,070	1,705,860	
2047	10.448%	9,507,680	1,880,640	
Total	100.000%	\$91,000,000	\$18,000,000	